

## TSA – Terms and Conditions of Business

In these conditions, the Seller shall mean the Company 'TEC Services Association C.I.C.' and the Customer shall mean the person or body on whose behalf an order for goods or services has been placed.

### **Payment of Invoices issued by the Association**

You agree that on our acceptance of your application you, or your organisation will immediately become a TSA Member and will be entitled to all the benefits of membership (relevant to the membership you have applied for and subject to any restrictions which the TSA place) such that the membership service provided to you will begin at that time and before the conclusion of the seven day statutory cancellation period provided for under the Consumer Protection (Distance Selling) Regulations 2000 and that the seven day cancellation period ends on our acceptance of your application.

Unless a trade account facility is agreed, payment for all goods and services shall be payment received with order or against a pro-forma invoice.

Where a trade account facility is made available, the Seller's normal trading terms are payment within 30 days from the invoice date, unless agreed otherwise in writing.

The Seller is a 'small company' as defined by The Late Payment of Commercial Debts (Interest) Act 1998. It will use the powers given to it under these Regulations to impose and collect interest penalties on overdue payments. Any such penalties will be calculated at 8% over the Bank of England Base Rate.

The Seller will allocate all payments received in the following order of priority: payment of any interest accrued on outstanding debts before payment of the principal of debts, starting with the oldest debt.

Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express or implied or statutory to the contrary is excluded.

Under no circumstances shall the Seller's liability (in contract, tort or otherwise) to the Customer arising under, out of or in connection with this contract or the goods supplied here under exceed the invoice price of the particular goods concerned.

The Seller shall be under no liability for loss damage or delay however arising caused by circumstances outside his control.

The title to any goods supplied by the Seller remains with the Seller until the debt and any late payment penalty has been paid in full. The Customer agrees that, prior to the payment of the whole price of any goods, the Seller may enter upon the Customer's premises and remove the goods there from and that prior to such payment the Customer shall keep the goods separate and identifiable for this purpose.

All terms expressed or implied relating to the quality of goods are warranties only the breach of which give no right to reject the goods or terminate the contract in any circumstances whatever.

All prices quoted are exclusive of VAT where applicable.

The Seller will not issue receipts for payments made by cheque or bank transfer except in response to an explicit request.

Where these terms and conditions in any way conflict with any terms on which the Customer has purported to purchase the goods, then the provisions of any such terms of the Customer shall be deemed to be ineffective to the extent that they are inconsistent herewith.

Any provision herein set out shall, to the extent it would by virtue of the Unfair Contract Terms Act 1977 or similar enacted Legislation, Regulations or Directives, be of no effect against a person dealing as a consumer, not apply in respect of a sale to a person so dealing.

These terms cover the administration, payment and refund arrangements for applications for Membership of the Association.

### **Renewal Policy**

Supplier Members/Customers are required to provide their annual turnover figure from their latest completed accounts. This information will be used solely to verify the correct membership category or service classification.

### **Resignation Policy**

Resignation from membership of the Association is required in writing to a member of the membership team, 30 days prior to renewal date.

Payment of Membership Subscriptions will be sought pro rata for membership benefits received from the date of renewal to receipt of the written termination of membership. No refunds will be made on early termination of membership.

### **Data Protection and Privacy Policy**

Information privacy is important to the TSA and this notice explains our information practices and the choices available about the way the TSA uses the information we collect. [See our full Data Protection and Privacy Policy here](#)